

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
GARNET CAPITAL ADVISORS, LLC,

Plaintiff,

-against-

SCOTT CARRAGHER,

Defendant.  
-----X

PLAINTIFF'S ANSWER  
TO DEFENDANT'S  
COUNTERCLAIMS

Index No.: 16-cv-07155-KMK

Plaintiff Garnet Capital Advisors, LLC ("Garnet"), by and through its attorneys, Farrell Fritz, P.C., as and for its Answer under Fed. R. Civ. P. 12(a)(1)(B) to the Counterclaims asserted by Defendant Scott Carragher ("Carragher") in his Answer, Defenses, and Counterclaims, dated October 12, 2016, alleges as follows:

**JURISDICTION**

1. The allegations in paragraph "1" of the Counterclaims constitute conclusions of law as to which no response is required.

2. The allegations in paragraph "2" of the Counterclaims constitute conclusions of law as to which no response is required.

3. The allegations in paragraph "3" of the Counterclaims constitute conclusions of law as to which no response is required.

4. The allegations in paragraph "4" of the Counterclaims constitute conclusions of law as to which no response is required.

**PARTIES**

5. Admit, upon information and belief, the allegations in paragraph "5" of the

Counterclaims.

6. Admit the allegations in paragraph “6” of the Counterclaims except deny that all of Garnet’s members are citizens of New York State.

**ANSWERING THE FIRST COUNTERCLAIM**

**COMPUTER HACKING IN VIOLATION OF THE  
COMPUTER FRAUD AND ABUSE ACT OF 18 U.S.C. § 1030**

7. Deny knowledge or information sufficient to form a belief as to the allegations in paragraph “7” of the Counterclaims.

8. Deny knowledge or information sufficient to form a belief as to the allegations in paragraph “8” of the Counterclaims.

9. The allegations in paragraph “9” of the Counterclaims constitute conclusions of law as to which no response is required. To the extent a response is required, the allegations are denied.

10. Admit the allegations in paragraph “10” of the Counterclaims.

11. Admit the allegations in paragraph “11” of the Counterclaims.

12. Deny the allegations in paragraph “12” of the Counterclaims.

13. Deny knowledge or information sufficient to form a belief as to the allegations in paragraph “13” of the Counterclaims.

14. Deny the allegations in paragraph “14” of the Counterclaims.

15. Deny the allegations in paragraph “15” of the Counterclaims.

16. Deny the allegations in paragraph “16” of the Counterclaims.

**ANSWERING THE SECOND COUNTERCLAIM**

**COMPUTER HACKING IN VIOLATION OF  
THE NEW JERSEY COMPUTER RELATED  
OFFENSE ACT, N.J.S.A. 2A:38A-1, *et seq.***

17. Repeat and reallege the responses to the allegations in paragraphs “1” through “16” of Carragher’s Counterclaims as if fully set forth herein.

18. Deny the allegations in paragraph “18” of the Counterclaims.

**ANSWERING THE THIRD COUNTERCLAIM**

**TORTIOUS INTERFERENCE WITH  
CONTRACTUAL RELATIONS**

19. Repeat and reallege the responses to the allegations in paragraphs “1” through “18” of Carragher’s Counterclaims as if fully set forth herein. Admit the allegations in paragraph “19” of the Counterclaims.

20. Deny the allegations in paragraph “20” of the Counterclaims.

21. Admit the allegations in paragraph “21” of the Counterclaims.

22. Deny the allegations in paragraph “22” of the Counterclaims.

23. Deny the allegations in paragraph “23” of the Counterclaims, except admit that Carragher became employed by Guardian Investment Banking and Real Estate, which later became known as Sortis Group, LLC, *before* his employment with Garnet terminated.

24. Deny knowledge or information sufficient to form a belief as to the allegations in paragraph “24” of the Counterclaims.

25. Deny the allegations in paragraph “25” of the Counterclaims, except admit that Garnet became aware that Carragher had a meeting with Ackman-Ziff from a writing Carragher left on a family calendar on his home refrigerator, which was seen by Carragher’s wife.

26. Deny the allegations in paragraph “26” of the Counterclaims, except admit that

Sean McVity contacted Simon Ziff of Ackman-Ziff regarding Carragher.

27. Deny the allegations in paragraph “27” of the Counterclaims, except deny knowledge or information sufficient to form a belief as to whether Carragher ever received an employment offer from Ackman-Ziff.

28. Deny the allegations in paragraph “28” of the Counterclaims.

29. Deny the allegations in paragraph “29” of the Counterclaims.

**ANSWERING THE FOURTH COUNTERCLAIM**

**INVASION OF PRIVACY**

30. Repeat and reallege the responses to the allegations in paragraphs “1” through “30” of Carragher’s Counterclaims as if fully set forth herein.

31. Deny the allegations in paragraph “31” of the Counterclaims.

32. Deny the allegations in paragraph “32” of the Counterclaims.

33. Deny the allegations in paragraph “33” of the Counterclaims.

34. Deny the allegations in paragraph “34” of the Counterclaims.

35. Deny the allegations in paragraph “35” of the Counterclaims.

**ANSWERING THE FIFTH COUNTERCLAIM**

**BREACH OF CONTRACT**

36. Repeat and reallege the responses to the allegations in paragraphs “1” through “36” of Carragher’s Counterclaims as if fully set forth herein.

37. Deny the allegations in paragraph “37” of the Counterclaims.

38. Deny the allegations in paragraph “38” of the Counterclaims.

39. Deny the allegations in paragraph “39” of the Counterclaims.

40. Deny the allegations in paragraph “40” of the Counterclaims.

**ANSWERING THE SIXTH COUNTERCLAIM**

**INJUNCTIVE RELIEF**

41. Repeat and reallege the responses to the allegations in paragraphs “1” through “41” of Carragher’s Counterclaims as if fully set forth herein.

42. Deny the allegations in paragraph “42” of the Counterclaims.

43. Deny the allegations in paragraph “43” of the Counterclaims.

44. Deny the allegations in paragraph “44” of the Counterclaims.

45. Deny the allegations in paragraph “45” of the Counterclaims.

**AFFIRMATIVE DEFENSES**

**FIRST AFFIRMATIVE DEFENSE**

46. Carragher’s Counterclaims fail to state a claim upon which relief may be granted.

**SECOND AFFIRMATIVE DEFENSE**

47. Carragher’s Counterclaims are barred by Carragher’s own breaches of the parties’ contract.

**THIRD AFFIRMATIVE DEFENSE**

48. Carragher’s own fault, intentional acts, omissions, and/or breaches of contract were the sole proximate cause of Carragher’s alleged injuries and/or damages.

**FOURTH AFFIRMATIVE DEFENSE**

49. To the extent Carragher has incurred any of the damages he alleges to have incurred, Carragher has failed to mitigate such damages.

**FIFTH AFFIRMATIVE DEFENSE**

50. Carragher’s Counterclaims are barred in whole or part by documentary evidence.

**SIXTH AFFIRMATIVE DEFENSE**

51. Carragher's counterclaims are barred in whole or part are barred, in whole or in part, by the doctrine of unclean hands.

**SEVENTH AFFIRMATIVE DEFENSE**

52. Carragher would be unjustly enriched if allowed to recover on any part of the Counterclaims.

**EIGHTH AFFIRMATIVE DEFENSE**

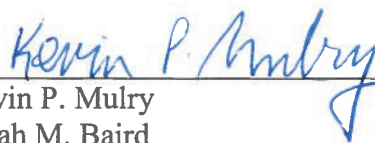
53. Garnet reserves the right to file and serve additional defenses, as appropriate.

**WHEREFORE**, Garnet respectfully demands judgment in its favor (i) dismissing with prejudice Carragher's Counterclaims in their entirety; (ii) granting Garnet the relief requested in its Complaint; (iii) awarding Garnet the costs, expenses, and attorneys' fees incurred in prosecuting and defending this action; and (iv) such other and further relief this Court deems just and proper.

Dated: November 30, 2016  
Uniondale, New York

FARRELL FRITZ, P.C.

By:

  
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